



DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE

Request for Qualifications (RFQ)

for

General Contractors

For purposes of engagement under a Continuing Services Contract for various projects under \$1,000,000 for all campuses located in Palm Beach County, Florida

This document will serve to provide general contracting companies with information as to the procedures that will be used by the Palm Beach State College District Board of Trustees and College administrators for selecting General Contractors to provide services for Palm Beach State College. This solicitation and subsequent engagement will be provided pursuant to Florida Statutes including, but not limited to Title XXXII Chapter 489.

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Required Application Form

<http://www.palmbeachstate.edu/PURCHASING/DOCUMENTS/Application-1617-06-RFQ-General-Contractor-EXT.pdf>

Introduction to Palm Beach State College

Palm Beach State College, a richly diverse comprehensive institution with a history of achievement since 1933, transitioned in 2010 to a four-year State College offering selected degrees in critical shortage areas. Our college is dedicated to serving the expanding educational needs of the residents of Palm Beach County by providing new four-year baccalaureate degrees and continuing to offer traditional associate in arts, associate in science and associate in applied science degrees, professional certificates, workforce development and lifelong learning.

The mission of Palm Beach State College is to provide an accessible and affordable education through a dedicated and knowledgeable faculty and staff, a responsive curriculum and a strong community partnership, which together will enable students to think critically, demonstrate leadership, develop ethical standards and compete effectively in the global workplace.

A. Purpose, Intent and Scope of Projects

The purpose of this Request for Qualifications (RFQ) is to review applications from General Contractors and to select one or more of those companies to provide General Contracting for various renovations, mechanical, electrical, and plumbing maintenance, and other campus civil and environmental upgrades to Palm Beach State College under a continuing contract. The intent of signing a continuing contract with a General Contractor is that the Palm Beach State College District Facilities Department can source campus renovations and deferred maintenance projects expeditiously.

The District Board of Trustees of Palm Beach State College has limited continual contracts for General Contractors for single projects **under \$1,000,000 annually**.

The selected General Contractor shall work with the Facilities Department, the Engineer of Record, and the College Building Code Official aiming for the successful, timely, and economical completion of assigned projects.

Scope of Projects

Work to be accomplished under this continuing contract may be located on any or all of the campuses of Palm Beach State College located in Palm Beach County, Florida. The selected contractor will be required to work cooperatively with the College District Facilities Planning and Construction Departments. Complete professional engineering design services, if needed, will be provided under separate contract. Selected company(s) will be assigned work on an “as-needed basis” during the term of the contract. This contract will include projects that may include but not be limited to:

- Building Maintenance including Floors, Walls, Doorways, Windows
- Classroom Renovations, Office Renovations
- Electrical System Upgrades
- Lighting (Interior, Display, Theater, etc.)
- Lighting (Exterior, Streets, Memorials, Athletic Fields, etc.)
- Mechanical Upgrades

- Heating; Ventilating; Air Conditioning
- Plumbing and Piping
- Restroom Renovations
- Highways; Streets; Airfield Paving; Parking Lots
- Walkways
- Irrigation; Drainage
- Recreation Facilities Upgrades
- Storm Water Handling

To demonstrate capability for performance of the required projects, applicants must reply by completing the [Application Form](#).

B. Schedule

Release of the RFQ	November 21, 2016
Deadline for Questions*	December 2, 2016
Response Deadline - RFQ due date, 2:00 p.m. EST Location: Palm Beach State College Procurement Office Building PS100 (MS#27) 4200 Congress Avenue Lake Worth, Florida 33461	December 12, 2016
Selection Committee Initial Screening Review period	December 13-20, 2016
Posting of Short List	January 6, 2017
Final Interviews (Exact dates and times to be determined)	Week of January 17-20, 2017
Posting of Recommended Award	January 23, 2017
Board of Trustees Meeting; ratification of Award Location: Palm Beach State College Lake Worth Campus Multi-Media Board Room CE129	February 21, 2017

*Questions regarding this RFQ must be directed to:

David Chojnacki, Procurement Director
E-mail: purchasing@palmbeachstate.edu

All answers will be posted by the College by December 6th, 2016.

Attempts to contact, or contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this RFQ, the selection process, or any attempt to further a company's interest in being selected, will result in the disqualification of the application.

C. General Instructions

Proposer's Response to RFQ

1. One (1) original completed application and one (1) digital copy in the form of USB/Flash Drive of the sealed Proposer's Response to RFQ shall be submitted to Purchasing Department – Mail Station #27, [PS 100 Building](#), Palm Beach State College, 4200 Congress Avenue, Lake Worth, Florida 33461, **no later than 2:00 pm local time on December 12, 2016**. Digital copies must be an exact and complete copy of the original application and must include all signed documents, forms, certificates and licenses. Digital copy must be PDF format, one single file. Please provide thumbnails for each section.
2. All prospective applicants are required to obtain the application form through the Palm Beach State College Purchasing website at <http://www.palmbeachstate.edu/PURCHASING/DOCUMENTS/Application-1617-06-RFQ-General-Contractor-EXT.pdf>
3. Responses must be signed by an authorized representative of the responding company and submitted in a sealed package and clearly marked as:

Application RFQ #16/17-06 General Contractor

4. The response package(s) shall be addressed to:

David Chojnacki
Procurement Director – Mail Station #27 Palm Beach State College
4200 Congress Avenue Lake Worth, Florida 33461
Telephone: (561) 868-3465
Fax: (561) 868-3460
E-mail: purchasing@palmbeachstate.edu

5. The printed response shall contain the manual signature of an authorized representative of the responding company. The representative shall be a principal or officer of the company applying for consideration and shall be authorized to make the acknowledgements and certifications for and on behalf of the applicant.
6. By submitting a response, the applicant attests that its response is made without prior understanding, agreement, or connection with any corporation, company, or person submitting a response for the same RFQ, and is in all respects fair and without collusion or fraud.
7. All information submitted by applicants is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event an applicant is found to have committed perjury, such applicant shall be ineligible for consideration for future projects.
8. The minimum qualifying information outlined in this document is required to be submitted by an applicant to be eligible for consideration by the Selection Committee and the District Board of Trustees.
9. Applicants who do not comply with the procedures and deadlines as set forth in this

document will not be considered. The College will retain all application information received. Responses received after the stipulated date and time will not be accepted and may be returned unopened to the applicant. Applications that do not comply with the instructions set forth and/or do not include the qualifying information required may be considered incomplete and may be denied consideration.

10. The College is not liable for any costs incurred by the applicants related to this request for qualifications.
11. Applicants responding to this RFQ must be available for in person interviews with the Selection Committee at Palm Beach State College.
12. The contents of the proposal of the RFQ response package submitted by the successful applicant will become part of the contractual obligations.
13. Technical questions concerning this Request for Qualifications shall be submitted by email only to the Procurement Office at the email address listed in section B. (above). Only the interpretations or corrections so posted by the Procurement Office for Palm Beach State College, shall be binding. Applicants are advised that no other source is authorized to give information concerning or to explain or interpret the RFQ documents.
14. The application form is a “writable” .pdf file and shall be filled out precisely as formatted without change or deviation. Applicants shall respond to each item in the numerical order noted. No changes or corrections will be allowed after proposals are submitted to the college.
15. The College reserves the right to accept or reject any or all submittals if deemed in the best interest of the College.

D. Selection Process

1. The College will have a Selection Committee to review the company's proposed qualifications.
2. The Selection Committee will evaluate responsive applications in a two-step process consisting of (a) Initial Screening to determine a "short list" of qualified General Contractors and (b) Interviews to establish the General Contractors to be recommended to the District Board of Trustees for a contract with Palm Beach State College. The results of the initial screening process will be posted at the College Purchasing Department website <http://www.palmbeachstate.edu/purchasing/competitive-solicitations.aspx>.
3. The Selection Committee shall not be contacted with reference to this RFQ under any circumstances. All correspondence or contact shall be directed only to the Procurement Director as noted in Section C General Instructions.
4. The required applications will be reviewed and scored by the Selection Committee using the Initial Screening Criteria to determine a short list of companies that will be invited in for an interview.
5. The Procurement Director will schedule an interview with the companies who made the short list. The interviews will be attended by the Selection Committee and the Selection Committee will provide additional scoring of the companies after the interviews. Final rankings will be established based on those scores as well as a recommendation to the District Board of Trustees for a company or companies for a continuing contract.
6. The District Board of Trustees for the College will consider and may approve the recommendation of the Selection Committee. The District Board of Trustees has the final authority in this selection process and approval. Once the Board has ratified final rankings, the Board shall engage, or authorize one or more persons to engage in contract negotiation for General Contractor Services under a continuing contract with the selected company or companies. In doing so, the Board or its designee shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be provided.
7. Should the Board or its designee be unable to negotiate a satisfactory contract with a designated company at a price that the Board or its designee determines to be fair, competitive and reasonable, the Board or its designee shall formally terminate negotiations and then undertake negotiations with the next recommended company. Failing accord with the second company, the Board or its designee shall formally terminate negotiations with such company and then undertake negotiations with the next highest scorer on the short list.

E. Required Application for Initial Screening Criteria

(100 points quantitative)

Electronic application information will be used by the Selection Committee to compare and evaluate each of the applications. The application form shall include required and requested information in all of the categories outlined. All requested information should be inserted as requested within the “writable .pdf form”. No additional, supplemental information should be required nor will be accepted without prior approval. Initial screening criteria will evaluate specific categories of interest with a point system for individual selection committee member scoring.

Applicant Information

Although there are no evaluation points assigned to this section of the application, all information is required to be completed accurately. Companies that fail to complete the Applicant Information section in its entirety may be disqualified from further consideration in the process. Application must be signed by an authorized representative of the responding company.

1. Cover Letter/Compatibility (5 points)

The College recognizes the diversity and complexity of college facilities projects which may be offered under this continuing contract. This category will address an opportunity for the General Contractor to explain why they are the best fit for the diverse and complex projects at Palm Beach State College. Companies are asked to write a cover letter that is no longer than one page that includes why they are a “best fit” to be a General Contractor for Palm Beach State College.

2. Distance from Campus (5 points)

The College recognizes that the office location of the General Contractor and its proximity to the College’s main campus in Lake Worth provides both the College and the General Contractor with the ability to quickly address any issues that may arise in projects or administration. General Contractor companies are requested to provide the estimated miles from their office location to the Lake Worth Campus. This category will be scored by the Selection Committee according to the following schedule:

- | | |
|-----------------------------------|------------|
| a. Palm Beach County | = 5 points |
| b. Broward/Martin County | = 4 points |
| c. Miami Dade/Indian River County | = 3 points |
| d. Other State Counties | = 2 points |
| e. Out of State | = 1 point |

3. Supplier Diversity (10 points)

The college encourages and supports supplier diversity for Women or Minority-owned Business Enterprises (W/MBE). Points will be scored by the Selection Committee in

addressing the following criteria:

- a. Applicant is certified by the State of Florida, Department of Management Services, Office of Supplier Diversity. College will validate the certification. (5 Points if certified, 0 points if not certified by the State)
- b. Applicant's diversity profile: This section offers each company an opportunity to demonstrate their company's diversity by completing the profile of the percentage of total employees in the women and minority categories provided. (up to 5 Points)

4. **Assigned Staff to Palm Beach State College and Staff Experience**
(30 points)

This criteria identifies the relative size of company, including management, technical and support staff. If applicable, an organizational chart as it relates to this request indicating key personnel may be provided in section 5.1. It is the intent of the College to insist that key personnel indicated as the project team on this application actually executes projects if the College awards the continuing contract to the company. However, in consideration of the size and frequency of projects, it is understood that some staff assignments may vary over the term of the contract. Points will be assigned by the Selection Committee based on the relative breadth of experience and depth of personnel assigned to Palm Beach State College for projects as compared to other applications submitted.

a. **Licenses and Certificates**

Identify license numbers of current State of Florida registrations for appropriate applicants (all key professional personnel) to be used on the projects including, if applicable, a certificate of Corporate Authorization identifying (1) license number, (2) Certificate of Authorization date and (3) designation of professional(s) qualifying the corporation to practice as a General Contractor Company. All applicants shall be properly registered to provide General Contractor Services in the State of Florida. The Selection Committee of the College may verify the information. If applicable, also reference a current Palm Beach County business license to practice in this county.

5. **Related Experience**
(35 points)

Major consideration will be given to the successful completion of previous projects of under \$1,000,000, comparable in scope and complexity to possible projects at Palm Beach State College. List the projects which best illustrate the experience of the company and current staff being assigned to this response. List no more than 10 projects; list no projects which were completed more than ten years ago. List only projects which were completed directly by the applicant, not related subcontractor experience with other companies. Include the following information for each project:

- a. Name and location of project.
- b. Function/Project use and occupancy type
- c. Project Owner's representative name, address and telephone number.
- d. Project User's representative name, address and telephone number.
- e. Date project was completed or anticipated to be complete.
- f. Size of project (gross square feet or applicable measurement).
- g. Cost of the project (construction cost)

- h. Project type (new, remodeling/renovation, maintenance).
- i. Present status of the project.
- j. Company's key professionals involved on the project and who of that staff would be assigned to the projects covered by this RFQ.
- k. Color photographs of completed project.
- l. References: References are required for each project listed.

Points will be assigned by the Selection Committee based on the relative size and scope of the projects as compared to other applications submitted.

6. Sustainable or LEED Certified Projects

(5 points)

Each applicant may list three (3) projects completed within the past five years which have been "certified" by a recognized Code or agency for sustainable design & construction such as USGBC (United States Green Building Council) and the project cost of each. Only LEED-certified or other recognized sustainable rating systems or code compliant projects may be listed. Recognizing that these continuing service contracts will typically not be LEED certified, this section is not mandatory, but represents a commitment to sustainability initiatives if desired. Palm Beach State College utilizes the International Green Construction Code for sustainability. Each applicant shall be encouraged to understand the applicability and sustainability requirements of this code.

7. Contract Work with PBSC

(5 points)

This category is to evaluate the amount of work or contracts awarded by the College to the applicant during the past three years. It is the desire of the College to engage with new companies that meet all of the qualifications required within this solicitation. Therefore, additional points are awarded if you have not yet completed projects for the College. Points will be added according to the following scale, based upon the "Construction Value/GMP" of all projects the College contracted with the applicant during this three year period:

- | | | |
|----|-----------------------|------------|
| a. | \$ 0.00 | = 5 points |
| b. | \$1 - \$200,000 | = 4 points |
| c. | \$200,001 - \$400,000 | = 3 points |
| d. | \$400,001 - \$600,000 | = 2 points |
| e. | \$600,001 - \$800,000 | = 1 points |
| f. | \$800,000 and greater | = 0 points |

8. Disputes, Litigation, Defaults

(5 points)

Applicant shall disclose the results and amounts of settlement of any and all prior litigation, arbitration, mediation or other legal claims involving the Applicant or its principals for a period of five years prior to the submission of this proposal.

F. Interviews

After the companies have been evaluated based upon their written submissions, up to five companies with the highest scores will be more closely considered through an interview; applicants will be asked to respond to questions regarding their staff, experience and approach to perform projects for the College relating to the below categories. Interviews provide the Selection Committee an opportunity to meet and evaluate the project team of each company. The final interview will be evaluated by the individual selection committee members based upon a single qualitative score, ranking each applicant on their answers to questions. Companies are requested to send team members that will be responsible for working with the College to these interviews. It is not desired that companies send their marketing staff to the interviews.

1. **Financial Statement and Capability**

All firms shortlisted will be required to submit financial statements/information for consideration prior to “Final Interviews”.

2. **Proposed Project Team, Staff and Functions**

(30%)

The company shall introduce their team, describing their ability and experience, and explain the function of each within their organization and their proposed role on College projects. It is the desire of the College to require that College projects are managed and overseen by an experienced, licensed qualifier, who shall be present at the interview. The applicant’s assigned staff shall also be present at the time of the interview. Since this selection covers a variety of project types and scopes, consultants and subcontractors are not to be considered as a part of any “team”, but the selection committee may ask direct questions of the company regarding specific trade consultants for hypothetical project scenarios.

3. **Project experience, approach and methodology**

(30%)

The company shall share knowledge and experience in repairs, maintenance, renovations, or remodeling projects especially if they were performed for a college or university, providing direct examples for comparative review.

4. **Knowledge of the Palm Beach State College Design & Construction Standards, Campuses and similar Project contracts**

(30%)

The company shall demonstrate its knowledge of the College, established standards for design and construction, existing sites, utility infrastructure and buildings as determinants in construction requirements, and abilities to provide compliance with all applicable codes.

5. **Support of Palm Beach State College Mission**

(10%)

The company shall demonstrate and address its knowledge and support of the PBSC mission and the College's various programs.

G. Contracting Process

1. The continuing contract for General Contractors will be negotiated with the companies after recommendation by the Selection Committee and approval by the District Board of Trustees of Palm Beach State College.
2. Each contract entered into by the Board shall contain a prohibition against contingent fees as follows: "The Applicant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Applicant to solicit or secure this agreement and that it has not paid or agreed to pay any person, employee working solely for any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

H. General Conditions

To insure acceptance of the application, follow these instructions:

SEALED PROPOSALS: All applications and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the application form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

DEFINITIONS: [College] refers to Palm Beach State College. [Proposer] refers to the engineer firm submitting a proposal to the College in response to this request. Application refers to the required submission form(s) that firms are required to complete for each discipline. [Proposer] and [Vendor] may be used interchangeably. [Proposer] and [Application] may be used interchangeably throughout this document.

EXECUTION OF PROPOSAL: Proposals must contain a signature of an authorized representative in the space provided on the application. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.

PROPOSAL OPENING: Shall be public, at the address indicated on the Solicitation document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.

COMMENCEMENT OF WORK/SHIPMENT: No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.

TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.

AWARDS: In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.

MISTAKES: Proposers are expected to examine the technical specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk.

COSTS: The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.

CLARIFICATION/CORRECTION OF APPLICATION ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Solicitation.

PUBLIC RECORD LAW: Any material submitted in response to this Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this Solicitation.

LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Solicitation response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any application shall not constitute a cognizable defense against the legal effect thereof.

LIABILITY: The firm shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.

ASSIGNMENT: Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.

EMPLOYMENT OF ALIEN WORKERS: The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.

AVAILABILITY OF FUNDS: The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

CONTRACT: Firm agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a contract with an alternative respondent if a contract is

not entered within 30 days of negotiations unless extended by the College.

PUBLIC MEETING NOTIFICATION: All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.

ADDENDA: All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation.

<http://www.palmbeachstate.edu/purchasing/competitive-solicitations.aspx>

PRE-DECISION DISCUSSIONS: Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring prior to the posting of the recommended award will result in the rejection of that proposal.

DISPUTES: In case of any doubt or difference of opinion as to the application or services, the decision of the College shall be final and binding on both parties.

PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to apply as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

RETENTION OF RECORDS: Engineer agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this Solicitation for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by engineer within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The engineer will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The engineer shall inform the College of the location of all records pertaining to the contract resulting from this Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

PROTECTION OF WORK, PROPERTY AND PERSONNEL: The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in

progress simultaneously adhering to the project schedule.

DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts

SUBCONTRACTORS: The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.

REJECTION OF PROPOSALS: The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this Solicitation. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any application rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College

INSURANCE REQUIREMENTS: When performing a service, construction work or any type of installation is required on College property, the successful firm is required to supply a Certificate of Insurance naming Palm Beach State College and its District Board of Trustees as additional insured evidencing coverage during the period the firm is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. General Liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The application must list any sub-contractor that will perform work under this application. The Certificate of Insurance must be provided to the College prior to the commencement of any work.

Engineers are required to carry Professional Liability Insurance with a deductible amount in accordance with District Board of Trustees Policy 6Hx-18-4.56 which can be found at <http://www.palmbeachstate.edu/boardoftrustees/Documents/BoardPolicies/Section4/4.56.pdf>.

VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Procurement Director identified in this Solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.

TERMINATION AT WILL: The Contract resulting from this Solicitation may be terminated by

either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery

INCLUSION OF SUPPORTING DOCUMENTS: All those submitting sealed replies in response to this Request for Qualifications understand that the Solicitation document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.

PROPOSED RULES FOR WITHDRAWAL: A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/engineer, prior to the application opening date.

PROPOSAL PUBLIC RECORD: Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

GOVERNING LAW: This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.

SOLICITATION and ADDENDA: It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

DEFAULT and LITIGATION COSTS: In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.

SITE VISITS/INSPECTIONS: The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the application schedule. Inquiries must reference the date of Solicitation opening and Solicitation number

EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES: For the purposes of this Application, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a application, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.

FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY: The engineer shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the engineer's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the engineer. In case of any delay the engineer believes is excusable, the engineer shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the engineer could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days

after the date the engineer first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE ENGINEER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the engineer shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

SUSPENSION OF WORK: The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the engineer written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the engineer shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the engineer, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.

PROTESTING OF CONDITIONS/SPECIFICATIONS. Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461.

PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS: Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing

Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protect, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461.

PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place

of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”